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**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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### Office Action Summary

**Application No.**

10/530,878

**Applicant(s)**

HOLMEN ET AL.

**Examiner**

SCOTT D. GARTLAND

**Art Unit**

3622

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 24 February 2010.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-12, 14-44, 87-89 and 91 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-12, 14-44, 87-89 and 91 is/are rejected.
- 7) ☒ Claim(s) 1-3, 9-12, 14-15, 19-20, 26, 43-44, 87-89, and 91 is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- 1) ☐ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftperson's Patent Drawing Review (PTO-940)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_\_
- 4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date \_\_\_\_\_
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_

## **DETAILED ACTION**

### ***Status***

1. This Final Office Action is in response to the communication filed on February 24, 2010. Claim 13 has been cancelled, claims 1, 16, 19-21, 30, 40, 42, and 88-89 have been amended, and no claims have been added. Therefore, claims 1-12, 14-44, 87-89, and 91 are pending and presented for examination.

### ***Response to Amendment***

2. A Summary of the Response to Applicant's Amendment:
  - The Examiner makes no comment or determination regarding patent term adjustment since that is only applicable upon allowance.
  - The Examiner notes Applicant's comment that 371 status and filing date are acknowledged; since this may be interpreted as acknowledging validity, the Examiner notes that the acknowledgement at item 2 of the Non-Final action of 11-27-2009 is acknowledgement of the claim to priority, not to the priority itself - please see the Response to Arguments for further information.
  - The Examiner withdraws the objection to the specification - please see the Response to Arguments for further discussion.
  - The Examiner maintains the objections related to the terms "CID" and "POS"; please see the Response to Arguments for further discussion and explanation.
  - Applicant's amendment overcomes the objection to claim 13; therefore the Examiner withdraws the objection.

- Applicant's amendment does not overcome the objection to claims 9-12, 14, 27-28 and 37-38; therefore the Examiner maintains the objections.
- The Examiner withdraws the objection to claim 21 based on Applicants amendment, but maintains the objection to claim 20; please see the Response to Arguments, below.
- Applicant's amendment and arguments do not overcome the rejections under 35 USC § 112, second paragraph; therefore the Examiner maintains the rejections.
- Applicant's amendment overcomes the rejections under 35 USC §101, except as to claim 87; therefore the Examiner withdraws the rejections to claims 1-43 and 88-89, maintains the rejection of claim 87 – please see the explanation below at the Response to Arguments.
- Applicant's amendment does not overcome the prior art rejections, except as to claim 88; therefore the Examiner maintains the rejections, except as to claim 88, which is moved to a rejection under 35 USC § 103.
- Applicant's arguments are not persuasive, or moot as addressed to the amended phrasing; therefore the Examiner maintains the rejections while attempting to provide further explanation. Please see the Response to Arguments.

#### ***Claim Objections***

3. **Claims 1-3, 9-12, 14-15, 19-20, 26, 43-44, 87-89, and 91 are objected to for the following reasons:**

4. Claims 1-3, 15, 19, 26, 43-44, 87-89, and 91 are objected to because of the following informalities: the terms "CID" and "POS" are used at various and multiple locations throughout these claims. Although these are indicated as consumer identification and point-of-sale, respectively, in Applicant's specification, specification limitations may not be read into the claims; therefore the Examiner suggests spelling out the terms. Appropriate correction is required.
5. Claim 9-12, 14, and 20 are objected to under 37 CFR 1.75(c), as being of improper dependent form for failing to further limit the subject matter of a previous claim. Applicant is required to cancel the claim(s), or amend the claim(s) to place the claim(s) in proper dependent form, or rewrite the claim(s) in independent form.

Claims 9-12 and 14 each recite limitations related to what the contract terms of a subscription are comprised of. MPEP 2106(IV)(B) indicates that a legal document does not appear to be a process, machine, manufacture, or composition of matter and therefore not eligible for patenting; as such, claims 9-14 can be given little or no patentable weight since they solely distinguish from parent claim 1 based on subject matter that is not deemed patentable since not statutory. Therefore claims 9-14 do not further limit claim 1. Appropriate correction is required.

Claim 20 recites recording at least four of a list including the periodical name, a subscription price, an offer, an invitation expiration date, and a subscription term,

and claims 27-28 recite the confirmation record including at least one of the same list. The Examiner notes that claim 1 indicates acceptance of the offer at the second to last element of claim 1. The Examiner understands the subscription to be a contract to deliver a periodical for a price, and that in order to make that contract valid, the contract would be required to define the name or title of the periodical and the price to be paid; without such basic terms, the subscription would be invalid or unenforceable. Therefore, in order to have a proper acceptance of the offer at claim 1, the basic terms of name and price must be included at claim 1, and claim 20 does not then further limit claim 1. Additionally, the Examiner notes that since acceptance is indicated at claim 1, any offer expiration date must be merely descriptive material since proper acceptance would require the offer to still be valid according to date; therefore this term can also not further limit. Please also see the Response to Arguments below for further discussion. Appropriate correction is required.

***Claim Rejections - 35 USC § 112***

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

6. **Claim 16, 19, 24, and 38-39 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.**

Claim 16 recites the limitation "invitation offer record" in line 2. There is insufficient antecedent basis for this limitation in the claim. Claim 1 indicates only invitation offer criteria and an invitation code.

Claim 19 recites generating or updating a consumer invitation record, and the Examiner notes that there is no antecedent consumer invitation record to update; thereby implying that this would only entail generating. Therefore the Examiner is uncertain if this indicates only generating, or if updating is possible, or if updating is required or optionally performed. For examination purposes, the Examiner will interpret this to mean generating.

Claim 24 recites the limitation "product purchases" in line 2. There is insufficient antecedent basis for this limitation in the claim.

Claims 38-39 recite the limitation "magazine" in lines 1-2. There is insufficient antecedent basis for this limitation in the claim.

***Claim Rejections - 35 USC § 101***

35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

7. **Claim 87 is rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.**

Claim 87 is drawn to a computer program product comprising code stored on a computer readable medium. As such, claim 87 is drawn to the code itself of the program product, which is a computer listing or program *per se*, and nonstatutory. Please see MPEP § 2106.01(I). The Examiner notes that this is not a Beauregard claim to the medium with the programming embedded thereon; the current claim language indicates that code is stored rather than embedded, and that there is no indication of realizing the functionality of the program until it is loaded onto a computer. Therefore claim 87 is directed to nonstatutory subject matter.

***Claim Rejections - 35 USC § 102***

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

8. **Claims 1-12, 14-29, 33, 40-44, 87, 89, and 91 are rejected under 35 U.S.C. 102(b) as being anticipated by Walker et al. (U.S. Patent No. 5,926,796, hereafter Walker).**



Please note that, as a convenience to applicant, the Examiner has pointed out, by **bolding**, optional or intended use language, and included a note as to the ramifications of such language below.

Claim 1: Walker discloses a computer network implemented method, comprising: receiving, in a computer system including at least one digital computer including associated central processor, memory, input, and output devices, a CID (column:line 9:22-54; Fig. 8; the CID may be the consumers name, or the authentication code, among other possibilities; and 7:18-26, Fig. 3, where the POS controller is indicated to have a CPU (item 310), RAM and ROM (items 320 and 330), and communications port (item 360); citation hereafter by number only);

determining, using said computer system, whether CID associated data associated with said CID meets invitation offer criteria associated with an invitation code (11:17-25, POS controller determines whether to provide an upsell offer of a subscription);

storing, using said computer system, said CID in memory in association with said invitation code **when** said CID associated data meets said invitation offer criteria (8:58-9:17, 9:22-54, 10:4-25; Fig. 8; where the authentication code may be both the CID and the invitation code, or the name and authentication code, all of which is stored in a database that associates the data; furthermore, the offer criteria that is met is the selection or purchase of a single copy);

storing, using said computer system, in association with said invitation code, contract terms comprising terms for a contract for a subscription to a periodical publication (8:32-47; name, term, and price);

transmitting, to an offer terminal, data defining said CID and said invitation code **in order to** provide an invitation to a consumer (10:40-53, POS terminal displays query to cashier; 11:17-25, POS controller sends prompt POS terminal);

receiving, from an acceptance terminal, said invitation code in association with said CID subsequent to said transmitting, **thereby indicating** acceptance of said invitation by said consumer (10:40-53, authentication); and

storing, in computer memory, said CID in association with a transaction tracking code (9:48-54, authentication and authentication code).

Claim 2: Walker discloses the method of claim 1 further comprising determining whether consumer data associated with said CID meets said invitation offer criteria (10:4-15).

Claim 3: Walker discloses the method of claim 2 wherein said invitation offer criteria comprises criteria for POS data (10:40-53).

Claim 4: Walker discloses the method of claim 2 wherein said invitation offer criteria comprises criteria for block data (9:25-30; Figs. 8 and 11).

Claim 5: Walker discloses the method of claim 2 wherein said invitation offer criteria comprises criteria for preference data (10:4-15; preference indicated by selection of periodical).

Claim 6: Walker discloses the method of claim 2 where to said invitation offer criteria comprises criteria for profile data (9:25-30; Figs. 8 and 11).

Claim 7: Walker discloses the method of claim 2 wherein said invitation offer criteria comprises criteria for demographic data (9:25-30; Figs. 8 and 11).

Claim 8: Walker discloses the method of claim 2 wherein said invitation offer criteria comprises criteria for magazine purchases (10:4-15; the Examiner understands that a magazine is a periodical; Figs. 5 and 8, "TIME").

Claim 9: Walker discloses the method of claim 1 where to said contract terms comprise a name of said periodical publication (10:36-40; Figs. 5 and 8, "TIME").

Claim 10: Walker discloses the method of claim 1 wherein said contract terms comprise a price for said subscription (10:56-58; Fig. 5).

Claim 11: Walker discloses the method of claim 1 wherein said contract terms comprise an expiration date for said invitation (10:19-25, term).

Claim 12: Walker discloses the method of claim 1 wherein said contract terms include terms of an incentive offer (10:19-25, price and term).

Claim 14: Walker discloses the method of claim 12 wherein said terms of said incentive offer include a cash discount (5:60-65).

Claim 15: Walker discloses the method of claim 1 wherein said transmitting comprises transmitting when said CID is involved in a transaction at said offer terminal (10:4-15).

Claim 16: Walker discloses the method of claim 1 further comprising updating an invitation offer record in an invitation offer database **to indicate that code** associated with said record has been used in an invitation offered to a customer (7:41-56).

Claim 17: Walker discloses the method of claim 16 wherein said invitation offer record also stores at least one of the following items: a name of a periodical publication (8:58-67, 10:19-25, 10:36-40; Figs. 5, 8, and 11; title or name, or "TIME" or "BUSINESS WEEK"), a subscription price (10:19-25), an offer expiration date, and an incentive offer (5:60-65; 10:4-15).

Claim 18: Walker discloses the method of claim 16 wherein said invitation offer record also stores at least two of the following items: a name of a periodical publication (8:58-67, 10:19-25, 10:36-40; Figs. 5, 8, and 11; title or name, or "TIME" or "BUSINESS WEEK"), a subscription price (10:19-25), an offer expiration date, and an incentive offer (5:60-65; 10:4-15).

Claim 19: Walker discloses the method of claim 1 further comprising either generating or updating a consumer invitation record in a consumer invitation database to store a CID and a unique code (9:25-54; Fig. 8).

Claim 20: Walker discloses the method of claim 19 wherein said consumer invitation record also stores at least three of the following items: a name of a periodical publication (9:25-54; Fig. 8), a subscription price (9:25-54, 10:61-65; Figs. 8 and 12), an invitation expiration date, incentive offer (5:60-65), subscription term (9:25-54; Fig. 8).

Claim 21: Walker discloses the method of claim 19 wherein said consumer invitation record also stores at least four of the following items: a name of a periodical publication (9:25-54; Fig. 8), a subscription price (9:25-54, 10:61-65; Figs. 8 and 12), an invitation expiration date, incentive offer (5:60-65), subscription term (9:25-54; Fig. 8).

Claim 22: Walker discloses the method of claim 19 wherein said consumer invitation record also stores data indicating whether said invitation has been provided to said consumer (9:25-54; Fig. 8; the Examiner understands that if one has subscribed, the invitation has been provided).

Claim 23: Walker discloses the method of claim 1 further comprises receiving payment for said subscription when receiving from said acceptance terminal said invitation code (10:40-63).

Claim 24: Walker discloses the method of claim 23 further comprising receiving payment for product purchases concurrently with receiving said payment for said subscription (10:56-63; Fig. 12, receipt indicates concurrent purchases).

Claim 25: Walker discloses the method of claim 1 further comprising generating a consumer confirmation record in a consumer confirmation database after receiving from said acceptance terminal said invitation code (9:25-54; Fig. 8).

Claim 26: Walker discloses the method of claim 25 wherein said consumer confirmation record includes a CID and a transaction tracking code (9:25-54; Fig. 8).

Claim 27: Walker discloses the method of claim 26 wherein said consumer confirmation record also includes at least one of the following items: a name of a

periodical publication (9:25-54; Fig. 8), a subscription price (9:25-54, 10:61-65; Figs. 8 and 12), a subscription term, a confirmation activation expiration date, an incentive offer (5:60-65), and an incentive offer expiration date.

Claim 28: Walker discloses the method of claim 26 wherein said consumer confirmation record also includes at least two of the following items: a name of a periodical publication (9:25-54; Fig. 8), a subscription price (9:25-54, 10:61-65; Figs. 8 and 12), a subscription term, a confirmation activation expiration date, an incentive offer (5:60-65), and an incentive offer expiration date.

Claim 29: Walker discloses the method of claim 1 wherein at least one criteria of said invitation offer criteria is whether a magazine is purchased (10:4-15).

Claim 33: Walker discloses the method of claim 1 further comprising activating said subscription (12:7-32).

Claim 40: Walker discloses the method of claim 1 further comprising providing at least two of the following items: a retail store computer system (6:1-4, 6:36-64, 7:18-29), a central computer system (7:18-40), an activation center computer system (11:54-12:32), a publisher computer system (12:29-32), a mailing facility computer system (12:11-32), and a coupon clearing house computer system.

Claim 41: Walker discloses the method of claim 1 further comprising providing at least three of the following items: a retail store computer system (6:1-4, 6:36-64, 7:18-29), a central computer system (7:18-40); an activation center computer system (11:54-12:32), a publisher computer system (12:29-32), a mailing facility computer system (12:11-32), and a coupon clearing house computer system.

Claim 42: Walker discloses the method of claim 1 further comprising storing POS data in association with CIDs in a consumer data database (9:25-54; Fig. 8).

Claim 43: Walker discloses the method of claim 42 wherein said consumer data database also stores in association with CIDs at least one of the following items: profile data (9:25-54; Fig. 8; name, address), preference data (9:25-54; Fig. 8; periodical name), demographic data, and block data.

Claim 44: Walker discloses a computer network system, comprising:  
a central processor and associated memory (6:36-64, 7:18-29, 7:41-56);  
a terminal **for receiving** a CID (6:1-4, 6:36-64);  
a consumer data database storing data in association with CIDs (9:25-54; Fig. 8);  
memory structure **for storing** said CID in association with an invitation code  
**when** data in said consumer data database associated with said CID meets  
invitation offer criteria associated with said invitation code (6:36-64, 7:41-56, 9:25-54;  
Fig. 8);



memory structure **for storing** in association with said invitation code contract terms comprising terms for a contract for a subscription to a periodical publication (7:41-56, 8:34-47);

an offer terminal (6:1-4, 6:36-64);

a network transmitter **for transmitting** to said offer terminal data defining said CID and said invitation code **in order to** provide an invitation to a consumer (7:18-40);

an acceptance terminal (10:40-53);

a network receiver **for receiving** from said acceptance terminal said invitation code in association with said CID indicating acceptance of said invitation by said consumer (9:25-54); and

memory structure **for storing** said CID in association with a transaction tracking code (7:41-56, 9:25-54).

Claim 87: Walker discloses a computer network program product, comprising code stored on a computer readable medium **for performing** the following steps **when** loaded on networked computers:

receiving a CID (9:22-54);

storing said CID in memory in association with an invitation code **when** data associated with said CID meets invitation offer criteria associated with said invitation code (8:58-9:17, 9:22-54, 10:4-25; Fig. 8);

storing in association with said invitation code contract terms comprising terms for a contract for a subscription to a periodical publication (8:34-47);

transmitting to an offer terminal data defining said CID and said invitation code **in order to** provide an invitation to a consumer (10:40-53);

receiving from an acceptance terminal said invitation code in association with said CID subsequent to said transmitting indicating acceptance of said invitation by said consumer (10:40-53); and

storing said CID in association with a transaction tracking code (9:48-54).

Claim 89: Walker discloses a computer network implemented method, comprising:

receiving, in computer system, a CID associated with a consumer (9:22-54; Fig. 8);

determining, using a computer system, whether CID associated data associated in computer memory with said CID meets invitation offer criteria associated with an invitation code (11:17-25, POS controller determines whether to provide an upsell offer of a subscription);

storing in computer memory, said CID in association with said invitation code only **when** said CID associated data meets said invitation offer criteria (8:58-9:17, 9:22-54, 10:4-25; Fig. 8);

storing in computer memory, in association with said invitation code contract terms comprising terms for a contract for at least one of a product and a service (8:34-47);

transmitting to an offer terminal data defining said CID and said invitation code **in order to** provide an invitation including an offer for said at least one of a product and a service to said consumer (10:40-53);

receiving from an acceptance terminal said invitation code in association with said CID subsequent to said transmitting indicating acceptance of said invitation by said consumer (10:40-53); and

storing in computer memory said CID in association with a transaction tracking code (9:48-54).

Claim 91: Walker discloses a computer network system, comprising:

a central processor and associated memory (6:36-64, 7:18-29, 7:41-56);

a terminal **for receiving** a CID associated with a consumer (6:1-4, 6:36-64);

a consumer data database storing data in association with CIDs (9:25-54; Fig. 8);

memory structure **for storing** said CID in association with an invitation code **when** data in said consumer data database associated with said CID meets invitation offer criteria associated with said invitation code (6:36-64, 7:41-56, 9:25-54; Fig. 8);

memory structure **for storing** in association with said invitation code contract terms comprising terms for a contract for at least one of a product and a service (7:41-56, 8:34-47);

an offer terminal (6:1-4, 6:36-64);

a network transmitter **for transmitting** to said offer terminal data defining said CID and said invitation code in order to provide an invitation to purchase said at least one of said product and said service to said consumer (7:18-40);

an acceptance terminal (10:40-53);

a network receiver **for receiving** from said acceptance terminal said invitation code in association with said CID indicating acceptance of said invitation by said consumer (9:25-54); and

memory structure **for storing** said CID in association with a transaction tracking code (7:41-56, 9:25-54).

### ***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

9. **Claims 32, 34-39, and 88 are rejected under 35 U.S.C. 103(a) as being unpatentable over Walker.**

Claim 32: Walker discloses the method of claim 1, but does not explicitly disclose wherein said invitation is provided to said consumer via printing at an in-store printer. Walker, however, teaches a printer for printing paperwork (7:7-9), and providing subscription cards, either from the single issue or a comparable alternative (10:12-18) and that the printed receipt may contain the authorization code (10:56-58). The Examiner understands that printing the subscription card with the invitation on an in-store printer is one of a limited number of predictable options available for providing a comparable subscription card.

Therefore it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Walker in order to print the invitation via an in-store printer.

The rationale for combining in this manner is that printing the subscription card with the invitation on an in-store printer is one of a limited number of predictable options available for providing a comparable subscription card.

Claim 34: Walker discloses the method of claim 33, but does not explicitly disclose wherein said activating comprises receiving at an activation center a telephone call from said consumer. Walker, however, teaches including customer service information, including an 800 number to call (10:64-11:4; Fig. 12). The Examiner understands that requiring the consumer to call in the activation rather than performing it for the consumer is one of a limited number of predictable options available for activation notice options.

Therefore it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Walker in order to require the consumer to call in the activation.

The rationale for combining in this manner is that requiring the consumer to call in the activation rather than performing it for the consumer is one of a limited number of predictable options available for activation notice options.

Claim 35: Walker discloses the method of claim 33, but does not explicitly disclose wherein said activating comprises receiving a mailing from said consumer. Walker, however, teaches including customer service information, including an 800 number to call (10:64-11:4; Fig. 12), and using the subscription card from within a purchased issue (10:12-18). The Examiner understands subscription cards from within a publication to be pre-addressed, ready to mail subscription invitations. The Examiner understands that requiring the consumer to mail in the activation rather than performing it for the consumer is one of a limited number of predictable options available for activation notice options.

Therefore it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Walker in order to require the consumer to mail in the activation.

The rationale for combining in this manner is that requiring the consumer to mail in the activation rather than performing it for the consumer is one of a limited number of predictable options available for activation notice options.

Claim 36: Walker discloses the method of claim 33, but does not explicitly disclose wherein said activating comprises receiving activation data transmitted by said consumer over the Internet. Walker, however, teaches including customer service information, including an 800 number to call (10:64-11:4; Fig. 12), using the subscription card from within a purchased issue (10:12-18), and transmitting the subscription to the retail subscription system, a fulfillment house, and the periodical publisher either by mail or electronically (11:54-12:32). The Examiner understands that requiring the consumer to transmit the activation over the internet rather than performing it for the consumer is one of a limited number of predictable options available for activation notice options.

Therefore it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Walker in order to require the consumer to transmit the activation over the internet.

The rationale for combining in this manner is that requiring the consumer to transmit the activation over the internet rather than performing it for the consumer is one of a limited number of predictable options available for activation notice options.

Claim 37: Walker discloses the method of claim 1, but does not explicitly disclose further comprising printing said invitation and including a printed unique bar code. Walker, however, teaches a printer for printing paperwork (7:7-9), providing subscription cards, either from the single issue or a comparable alternative (10:12-

18), that the printed receipt may contain the authorization code (10:56-58), and that the initial periodical purchase and information is identified by scanning a bar code or UPC (10:34-40). The Examiner recognizes that offer acceptance is already indicated at claim 1, the second-to-last element; therefore the bar code as included is, apparently, used as a way of identifying the invitation, subscription, and/or terms. The Examiner then understands that printing the invitation and including a unique bar code is one of a limited number of predictable options available for providing a comparable subscription card.

Therefore it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Walker in order to print the invitation and include a unique bar code.

The rationale for combining in this manner is that printing the invitation and including a unique bar code is one of a limited number of predictable options available for providing a comparable subscription card.

Claim 38: Walker discloses the method of claim 37, but does not explicitly disclose wherein magazine name, magazine subscription price, and offer expiration date are encrypted in said unique bar code. Walker, however, teaches including customer service information, including an 800 number to call, in the printed information (10:64-11:4; Fig. 12), that the information logged and saved includes the periodical name and pricing (9:25-54; Fig. 8; and 8:58-9:17), and that the printed information includes the periodical name and pricing and subscription pricing (Fig.



12). The Examiner recognizes that offer acceptance is already indicated at claim 1, the second-to-last element; therefore the offer expiration date is fairly immaterial – the offer is indicated as accepted regardless of expiration date. Therefore, the Examiner understands that encrypting a magazine name, subscription pricing, and offer expiration date in a unique bar code is one of a limited number of predictable options available for printed invitations.

Therefore it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Walker in order to encrypt a magazine name, subscription pricing, and offer expiration date in a unique bar code.

The rationale for combining in this manner is that encrypting a magazine name, subscription pricing, and offer expiration date in a unique bar code is one of a limited number of predictable options available for printed invitations.

Claim 39: Walker discloses the method of claim 1, but does not explicitly disclose wherein magazine name, magazine subscription price and offer expiration date are encrypted in said transaction tracking code. Walker, however, teaches including customer service information, including an 800 number to call, in the printed information (10:64-11:4; Fig. 12), that the information logged and saved includes the periodical name and pricing (9:25-54; Fig. 8; and 8:58-9:17), and that the printed information includes the periodical name and pricing and subscription pricing (Fig. 12). The Examiner recognizes that offer acceptance is already indicated at claim 1, the second-to-last element; therefore the offer expiration date is fairly immaterial –

the offer is indicated as accepted regardless of expiration date. Therefore, the Examiner understands that encrypting a magazine name, subscription pricing, and offer expiration date in a transaction tracking code is one of a limited number of predictable options available for printed invitations.

Therefore it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Walker in order to encrypt a magazine name, subscription pricing, and offer expiration date in a transaction tracking code.

The rationale for combining in this manner is that encrypting a magazine name, subscription pricing, and offer expiration date in a transaction tracking code is one of a limited number of predictable options available for printed invitations.

Claim 88: Walker discloses a computer implemented method, comprising:

a consumer providing to a POS terminal their CID (9:22-54; Fig. 8);

determining, using a computer system, whether CID associated data associated in computer memory with said CID meets invitation offer criteria associated with an invitation code (11:17-25, POS controller determines whether to provide an upsell offer of a subscription);

storing in computer memory, said CID in association with said invitation code **when** said CID associated data meets said invitation offer criteria (8:58-9:17, 9:22-54, 10:4-25; Fig. 8);

storing in computer memory, in association with said invitation code contract terms comprising terms for a contract for a subscription to a periodical publication (8:32-47);

said consumer receiving at a POS terminal an invitation including data defining said CID and said invitation code (10:40-53);

said consumer providing to a POS terminal said invitation code in association with said CID subsequent to receiving said invitation, **thereby indicating** acceptance of said invitation by said consumer (10:40-53); and

storing said CID in computer memory in association with a transaction tracking code (9:48-54).

Walker, however, does not explicitly disclose said POS terminal reading said CID. Walker, though, teaches the cashier, in response to a terminal prompt, asking the customer if they desire a subscription, whereupon, if the customer indicates wanting the subscription, the cashier provides a subscription card which the customer completes, and the cashier enters the data, including the information identifying the customer into the system (11:9-39). The examiner understands the practical reality of Walker that would require the subscription information and customer identification to be included since if that data is not included, the subscription fulfillment center (12:15-32) would not be able to determine which magazine to deliver to which location or customer. Walker also teaches a bar code scanner (10:34-40, 11:11-16) to input information into the system, and a printer (6:36-48, 7:7-9) suitable for printing paperwork, such as receipts. Therefore the

Examiner understands Walker to disclose all of the components and capability to have the terminal read the CID; however, there are two choices for inputting the subscription data – one can read it in through a machine as Applicant is claiming, or one can manually enter it as Walker has chosen to do. In light of this, the Examiner understands that having the POS terminal read the CID is one of a limited number of predictable options available for inputting the data.

Therefore it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Walker in order to have the POS terminal read the CID.

The rationale for combining in this manner is that having the POS terminal read the CID is one of a limited number of predictable options available for inputting the data.

**10. Claim 30-31 are rejected under 35 U.S.C. 103(a) as being unpatentable over Walker in view of Herz et al. (U.S. Patent No. 6,571,279, hereafter Herz).**

Claim 30: Walker discloses the method of claim 1, but does not explicitly disclose wherein at least one criteria of said invitation offer criteria is whether said consumer is in a specified top fraction of spenders. Walker, however, teaches using a selection or purchase of a single periodical as target criteria (10:4-10, 10:34-53) and Herz further teaches an advertising targeting system (1:16-21) that employs user profiles with data such as income ranges, magazine subscriptions, and purchasing habits to target utilizing spending habits (6:16-33) and provide promotions tailored to

preferences at a point of purchase (23:59-64). The Examiner understands that using criteria indicating a specified top fraction of spenders is one of a limited number of predictable options available for targeting consumers.

Therefore it would have been obvious to one of ordinary skill in the art at the time of the invention to combine the point of sale subscription promotion and enrollment of Walker with the point of purchase spending or purchasing targeting of Herz in order to utilize invitation offer criteria of whether the consumer is in a specified top fraction of spenders.

The rationale for combining in this manner is that using criteria indicating a specified top fraction of spenders is one of a limited number of predictable options available for targeting consumers.

Claim 31: Walker discloses the method of claim 1, but does not explicitly disclose wherein said invitation is provided to said consumer via direct mail. Walker, however, teaches providing a subscription offer at the point of sale (10:4-10, 10:34-53) and Herz further teaches that an obvious way of communicating promotions is via direct mail rather than in-store or at the point of purchase (23:59-67). The Examiner understands that direct mail is one of a limited number of predictable options available for providing an invitation.

Therefore it would have been obvious to one of ordinary skill in the art at the time of the invention to combine the point of sale subscription promotion and enrollment

of Walker with the direct mail alternative of Herz in order to provide an invitation to a consumer via direct mail.

The rationale for combining in this manner is that Herz explicitly teaches direct mail as an obvious alternative (Herz at 23:59-67) and also that direct mail is one of a limited number of predictable options available for providing an invitation.

11. A recitation of the intended use of the claimed invention must result in a structural difference between the claimed invention and the prior art in order to patentably distinguish the claimed invention from the prior art. If the prior art structure is capable of performing the intended use, it meets the claim. See *e.g. In re Collier*, 158 USPQ 266, 267 (CCPA 1968) (where the court interpreted the claimed phrase "a connector member for engaging shield means" and held that the shield means was not a positive element of the claim since "[t]here is no positive inclusion of 'shield means' in what is apparently intended to be a claim to structure consisting of a combination of elements" and where the court interpreted the claimed phrase "said ferrule-forming member being crimpable onto said shield means" and held that the shield means was not a positive element of the claim since "[t]here is no positive inclusion of 'shield means' in what is apparently intended to be a claim to structure consisting of a combination of elements.... "[t]he ferrule or connector member is crimpable but not required, structurally, to be crimped .... These cannot be regarded as structural limitations and therefore not as positive limitations in a

claim directed to structure. They cannot therefore be relied on to distinguish from the prior art.”).

The Examiner has analyzed the claim language and phrasing as indicated by the **bold** sections or words above, and determined that the phrasing following the **bolded** word(s) is not required due to the terminology being optional or intended use or expected results, in conformity with MPEP § 2111.04.

### ***Response to Arguments***

12. Regarding Applicant's comment that 371 status and filing date are acknowledged; since this may be interpreted as acknowledging validity, the Examiner notes that the acknowledgement at item 2 of the Non-Final action of 11-27-2009 is acknowledgement of the claim to priority, not to the priority itself - please see the Response to Arguments for further information. The Examiner notes that since the claim elements may change through prosecution, the support for those elements and claims may also change; therefore, since support in the priority document(s) has not been at issue to this point in prosecution, no specific determination regarding the acceptance of priority has been required or made.
13. Regarding the specification objection, the Examiner notes that the “express definition” offered by Applicant can not, in fact, be considered a definition that carries into claim limitation. Paragraph 0105 indicates “Block data is statistical data derived for a relatively small geographic region...” and the Examiner notes that this is

expressly relative – the United States of America is relatively small in relation to the northern hemisphere of earth, a state is relatively small in relation to the United States of America, a county of a state is relatively small in relation to the state, etc. Therefore, this phrasing may be a description, or a relative definition, but does not offer limitations in scope that may be applied to a claim. For this reason, the Examiner withdraws the objection to the specification as the intent is understood, but for claim limitation purposes (regarding claims 4 and 43); the term “block data” will be interpreted to mean statistical data derived for a region.

14. Regarding the objection to claims 1-3, 15, 19, 26, 43-44, 87-89, and 91 due to use of the terms “CID” and “POS”: the “definitions” that Applicant points to at paragraphs 0010-0011 of the specification are not limiting definitions that offer definition or limitation to claim scope. At paragraph 0010, “CID” is indicated as meaning a consumer identification code linked to a consumer; however, this “definition” does not limit the term to only that definition – other definitions may apply. Specifically, Applicant illustrates the term using examples, but the final example (especially) indicates that the code is not necessarily “linked to a consumer” as the definition recites; rather it is linked to a potential group of consumers. As to the term meaning something beyond what the specification recites: claim terms are interpreted according to their plain meaning unless inconsistent with the specification – an interpretation of CID having a meaning beyond a consumer identification code is not inconsistent with the specification, it is



inclusive of what the specification describes, but better reflects the plain meaning of the term. The Examiner is also attaching, as examples what the term "CID" may mean, a copy of the Wikipedia page related to the term, while noting that "consumer identifier" is not included in the definitions offered, several others (such as Caller ID, Card Identification Number, and Content ID) are included that would, or may, pertain to Applicant's invention. Similar logic and reasoning may be applied to the term "POS" since the "definition" of POS indicates a point of sale, which is the area where a consumer engages in transactions, and since internet transactions (purchases and the like) are old and well known, a POS is (literally) every place on earth where a computer may communicate. The Examiner appreciates Applicants concern over concise claim language, but notes that the claim must still be clear and contain positive recitation of the required claim limitations.

The Examiner, in light of concise claiming, suggests that Applicant spell out the term at the first instance of the independent claims and indicate that thereafter the abbreviation may be used, thus providing clarity and conciseness for the claim, and antecedent basis for the term. The terms "consumer identifier" and "point of sale" are very broad terms, but use in this manner should at least alleviate the indefiniteness of the claim.

15. Regarding the objection to claims 9-14 based on indicating contract terms; Applicant has apparently misconstrued the objection. The storing of terms and the association of those terms with the invitation code is claimed (and rejection made) at

claim 1 – the objection at claims 9-12 and 14 (13 being canceled) is that the only difference between the parent claim and the dependent claim is regarding the particular contract term that is required to be included: name, price, expiration date, incentive offer, and the incentive being a cash discount. Regardless of whether one considers that these terms may be required at parent claim 1, since they are terms of a contract, according to the recited section of MPEP 2106 they may be granted little if any patentable weight. The Examiner, however, also understands the name, pricing and term (date limit) of a contract to be required for a valid accepted contract (price, quantity, and product are understood to be required), that the phrase "acceptance of said invitation" (under the plain meaning rule) indicates a contract acceptance, and since claim 1 then indicates acceptance of the contract, that these terms would, for the reason Applicant mentions, be required at claim 1. For these reasons, the Examiner is not persuaded.

16. Regarding the objection to claims 20-21, the same reasoning as above (in relation to claims 9-12 and 14) applies to claims 20-21, except that claim 20 now recites three terms and claim 21 now recites four terms. As above, the Examiner understands price, quantity and product to be required terms for any contract to be valid - since those terms are included at claim 20, they are understood to be required at claim 1 based on the acceptance of the contract. At claim 21, however, an invitation expiration date and incentive offer may not necessarily be required for a valid contract; therefore claim 21, by the amendment may now further limit claims 19

and 1 from which it depends. But claim 20 appears to still only require those elements needed for the contract acceptance at claim 1. Therefore the Examiner withdraws the objection to claim 21 based on Applicants amendment, but maintains the objection to claim 20.

17. Regarding the objection to claims 27-28, the same reasoning as above (in relation to claims 9-12 and 14) applies to claims 27-28: claim 26, from which claims 27-28 depend, recites a confirmation record that that is required to store the same data that is recited as stored in memory at claim 1; therefore, actually claim 26 does not further limit claim 25 based on this – and since, according to the above logic and reasoning, the data of claim 27 and 28 is also required at claim 1, claims 27-28 do not further limit claim s 1, 25, and 26. Therefore, the Examiner is not persuaded by Applicant's argument and maintains the rejections.
18. Regarding the rejection of claim 16 under 35 USC § 112, second paragraph: Applicant argues that no antecedent basis is required, apparently agreeing that there is, then, no antecedent basis; however, the Examiner notes that one can not update a record, such as an invitation offer record, if that record does not exist. Since there is no recitation of such a record, the Examiner is uncertain what is or would be updated. According to Applicant's logic, since there is no requirement (antecedent basis) for an invitation offer record, then there can be no requirement to update - one can not update what is not there, and since the invitation offer record is, at best, only

optionally required, the updating step of claim 16 would also then only be optionally required - as such, little or no patentable weight may be granted to optional elements. Since Applicant merely alleges a proper claim without explanation or reasoning, Applicant's argument is a spurious argument; therefore the Examiner is not persuaded and maintains the rejection.

19. Regarding the rejection of claim 19 under 35 USC § 112, second paragraph:

Applicant argues that no antecedent basis is required in order to claim generating or updating; however, when a process step indicates updating, there must be antecedent basis of some form for whatever is being updated – in the instant claim, a consumer invitation record. The Examiner notes that just because Applicant can envision scenarios that would include a consumer invitation record - which the Examiner understands to be the case when indicating that it must pre-exist since it is being updated, according to Applicant's argument - does not mean that the consumer invitation record is required earlier. In fact, the scenario Applicant appears to put forward indicates the consumer invitation record is desired or optional at claim 1; therefore claim 19, since an update to an optional record is all that is required - just as in regards to the argument at claim 16 above – would also be considered a merely optional element. Therefore, the Examiner is not persuaded by Applicant's argument and maintains the rejection.

20. Regarding the rejection of claim 24 under 35 USC § 112, second paragraph:

Applicant argues that a lack of antecedent basis does not constitute indefiniteness. While the Examiner agrees that lack of antecedent basis does not necessarily make a claim indefinite; however, in the instant claim there is no indication or recitation of any other product being purchased, either at claim 1 or claim 23 - the product being purchased is the periodical, through the subscription. But since claim 23 indicates payment for the periodical subscription, claim 24 does not require any other payment; therefore the Examiner could have objected to claim 24 for not further limiting claim 23, or pointed out the uncertainty over what product purchase has a payment associated with it (via the current rejection), or the Examiner could have placed both the objection and rejection. The Examiner believed that concise communication would only require the rejection as stated, and therefore elected that mode of communication. Therefore, the Examiner is not persuaded by Applicant's argument and maintains the rejection.

21. Regarding the rejection of claims 38-39 under 35 USC § 112, second paragraph:

Applicant again argues that no antecedent basis is required. The Examiner notes that when no magazine is required at claim 1 - the periodical may be a newspaper or other periodical, then the inclusion of a magazine name, subscription price, and offer expiration date is purely descriptive of intended use or expected result. Therefore, as reasoned in relation to several claims above, since there is no antecedent basis for that particular type of periodical, the recitation of including a magazine name,

subscription price, and offer expiration date is confusing (which magazine - any one?, what part of the parent claim is further limited - apparently none), therefore the Examiner is uncertain what magazine or how the magazine is related so as to assure that the prior does or does not read on Applicant's claim. Therefore, the Examiner is not persuaded by Applicant's argument and maintains the rejection.

22. Regarding the rejection to claim 87 under 35 USC § 101, the Examiner notes that although the summary header did not previously list claim 87, the rejection of claim 87 was included, and since the header is merely a summary it is not controlling - the actual rejection with explanation and reasoning related to why the claim is rejected, is controlling. As such, maintaining the rejection is not a new ground of rejection, and the Examiner does so maintain the rejection.

23. Regarding Applicant's argument that mere citation does not adequately explain why anticipation is found in the Walker reference. In response, the Examiner understands that it seems apparent that the phrasing of Walker would be understood by one of ordinary skill in the art as to why it reads on Walker - where the Examiner was in doubt as to whether the meaning may not be clear, the Examiner provided notes and explanation, such as at claims 5, 8, and continuing. Therefore the burden of a prima facie case of anticipation has been met. However, in light of Applicant's comments or argument, and in response to Applicant's request at the bottom of pages 17 and 19 of Remarks, the Examiner will offer further explanation –

specifically at claim 1 since the other independent claims have similar or identical phrasing.

Furthermore, the Examiner is uncertain which aspects of Walker Applicant does not understand since Applicant only argues that a CID is not stored in association with an invitation code. Applicant does further allege that there is no determining whether to provide an invitation code - although the recited section and required elements are significantly amended; based on the amended language, the Examiner understands this last argument to be directed to the amended claim, and particularly to the amended part of the claim, and therefore moot. The Examiner may only conclude that, since there are no further arguments, the understanding is clear in relation to the remaining claims.

24. Applicant argues at page 19, that a CID is not stored in association with an invitation code. The Examiner notes that Applicant's specification, at paragraph 24 of the Pre-Grant Publication, that an "Invitation code, in this application, is data defining a code that is associated with an invitation." Therefore, the Examiner notes that an invitation (to purchase a subscription, although not required by the claim phrasing) is made at 10:6-10 (the Examiner understands this to be an oral offer, but the former phrasing required no more) and, in light of the amendment (to provide clarity to Applicant) Walker, at 11:17-25, indicates that the determination of whether to provide an upsell offer of a subscription is performed by the POS controller. Therefore, the Examiner inquires whether there is code "associated with [the]

invitation" and notes that the POS controller has already determined the upsell offer, and then returns an authentication code; since Walker is addressed to being used more than one time, the Examiner understands that, in order to track which offers are made to which customers, there must be an invitation code - however, that is not even required as an interpretation since the authentication code is, of itself, "a code that is associated with an invitation"; therefore, although under a different name, the authentication code is an invitation code. The Examiner notes that the above explanation also responds to Applicant's argument concerning the added determining step.

25. Applicant's argument regarding Office Action items 11 and 12 in relation to the rejections of claims 32 and 30 is based wholly on the above argument regarding the prior art rejection of claim 1; therefore the Examiner relies on the reasoning and explanation offered above.
26. Applicant finally argues, at pages 20-21, that the wherein clauses and other Examiner-indicated phrases are not optional; however, the Examiner is well aware of MPEP § 2111.04 and notes that each instance is analyzed according to the specific facts, but such a clause is required to be given patentable weight only when it "is material to patentability." None of the indicated phrases are material to patentability: when an allowance is indicated or granted, and the indicated phrase(s) is among the reasons for allowance, then the phrase is "material to patentability", but since no



indication is provided regarding allowable subject matter - even including the instant phrase(s) - then they can not be material to patentability since the claim is not patentable even with those phrases. Therefore the Examiner is not persuaded and maintains the indication(s) of optional status.

It is noted that Applicant does not present an argument - other than the general claim to patentability above - however, the Examiner provides further explanation in order to further prosecution and in light of Applicant's request for further explanation in the prior art rejections.

At claim 1, the term "when" indicates that the storing only happens when criteria are met; however, what happens when the criteria are not met? Applicant's claim is to a method or process, and as such, process flow diagrams are found to be quite useful - in this case, the "when" indicates that a determination is being made as to whether the criteria are met, when they are met, the storing occurs, but when they are not met, apparently, the claim comes to a halt or the other elements occur, but the storing need not occur - it is optional.

At claim 1, the term "in order to" is express intended use or expected result - Applicant may desire or expect providing an invitation to occur, but has not phrased that with positive language.

At claim 44, the recited system may contain a terminal and a network receiver **for receiving**, but actual receiving is not required, only a terminal and receiver that would receive - and similar for the recitations of **for storing** and **for transmitting**. See the above reasoning related to claim 1 regarding the term "when" at claim 44.

The same reasoning and explanation relates similarly to the phrasing of claims 87-89 and 91.

***Conclusion***

27. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the mailing date of this final action.

28. Any inquiry concerning this communication or earlier communications from the examiner should be directed to **SCOTT D. GARTLAND** whose telephone number is **571-270-5501**. The examiner can normally be reached on **7:30-6:00 EST Monday to Thursday**.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Eric Stamber can be reached on **571-272-6724**. The fax phone number

for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/S. D. G./  
Examiner, Art Unit 3622

/John Van Bramer/  
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